

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

March 16, 1999

FROM: KEN A. MILLER, Director
Transportation/Flood Control

SUBJECT: **AMENDMENT NO. 1 TO COUNTY CONTRACT NO. 95-590, MEMORANDUM OF UNDERSTANDING, BETWEEN THE COUNTY AND THE CITY OF COLTON FOR CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS**

RECOMMENDATION: Approve Amendment No. 1 to County Contract No. 95-590, Memorandum of Understanding between the County and the City of Colton for construction of infrastructure improvements.

BACKGROUND INFORMATION: On June 26, 1995 the Board approved a Memorandum of Understanding (MOU), County Contract No. 95-590, with the City of Colton which set forth terms and conditions for the design and construction of various transportation, flood control and infrastructure improvements related to the County Medical Center Replacement Project. Section 2.13 of the MOU related to the funding, design, and construction of portions of Comprehensive Storm Drain Plan 3-5, including Phase II, which would include the portion of the storm drain from Valley Boulevard to its outlet into the Santa Ana River. This section of the agreement provided for the County to advance \$1,500,000 to the City subject to later reimbursement by the City, without interest from development impact fees to be imposed and collected by the City. It also provided for the County to provide to the City \$400,000 for the construction of Phase II of the storm drain. Section 2.9 of the MOU provided that the City will be the lead agency for all aspects of the design, construction documents, bid award, construction and administration of the project except for the I-10/Pepper Avenue Interchange for which the County would be the lead agency. The City, at this time, desires to move forward with the pre-design, design, environmental studies, and right-of-way acquisition work for Phase II of the storm drain. On January 5, 1999 the Colton City Council took action to clarify existing MOU language and recommended two changes in language under Section 2.13 of the MOU. One change would indicate that Colton is required to repay the County (for the \$1,500,000 advanced), only for the costs of those portions of the project that would normally be funded by development fees collected by the City of Colton. The second change would provide for the \$1,900,000 in County funding to be encumbered and used for the pre-design, design, environmental and right-of-way work.

The County has advised the City by letter that it desires to modify Section 2.9 of the MOU to have the County be the lead for the construction work including bid solicitation, contract award, and contract administration. Upon completion of the project, it will become part of the Flood Control District's maintained flood control system.

REVIEW BY OTHERS: This item was reviewed by Deputy County Counsel Rex A. Hinesley on March 4, 1999.

FINANCIAL IMPACT: The proposed MOU amendments do not change financial obligations of the County as identified in the existing MOU, but may limit the City's reimbursement to the County.

SUPERVISORIAL DISTRICT(S): 5th

PRESENTER: Ken A. Miller